

MARK TWAIN'S DEBTS.

AN UNSATISFIED JUDGMENT FOR A PRINTING BILL.

MR. CLEMENS EXAMINED IN SUPPLEMENTARY PROCEEDINGS—A RESULT OF THE FAILURE OF CHARLES L. WEBSTER & CO.

Samuel L. Clemens (Mark Twain) returned from a visit to Europe six weeks ago, not in the best of health. He immediately went to his home in Elmira, N. Y., and while there, in the care of a nurse, he was served with an order signed by Justice Patterson, of the Supreme Court, ordering his examination in supplementary proceedings on an unsatisfied execution returned by the Sheriff on a judgment secured by Thomas Russell & Sons, printers, of No. 34 New-Chambers-st.

The judgment was secured as the result of Mr. Clemens's connection with the firm of Charles L. Webster & Co., the book publishers and sellers of Fifth-ave. and Fourteenth-st., and amounts to \$5,048.53.

The firm of Charles L. Webster & Co. failed about a year ago, and Mr. Clemens, together with Frederick H. Hall, was a member of the firm. The Russell's judgment was secured on June 2.

When Mr. Clemens appeared yesterday morning in the office of Stern & Rushmore, at No. 40 Wall-st., where he was to be examined, he did not look like a well man. He was attended by a nurse and was apparently very weak. He declined to answer questions regarding the judgment, referring the matter to his counsel, Stern & Rushmore. William B. Wilder appeared to examine Mr. Clemens in behalf of the Russells. The examination was held in private.

After Mr. Clemens's examination is concluded Henry H. Rogers, of the Standard Oil Company, who was Mark Twain's attorney in fact, and was examined as to his connection with the firm and his client's affairs when he came from the examination at 1 o'clock, said that up to that time only routine questions had been put to Mr. Clemens, affording his connection with the now defunct firm. "Mr. Clemens had the largest interest in the firm, but as to the exact amount of money he put in I cannot say," said Mr. Rushmore. "The firm was organized in 1885; then it failed in 1890, and later was reorganized. Again it failed in April last year, with assets footing up about \$5,000 and liabilities of \$50,000. The failure was due to lack of good management, for when the firm was discovered that the firm was loaded down with a lot of ruffian, biographies and other things, which were sold at a loss. The house was led into its mistakes by its phenomenal success with the 'Grant' Memoirs. Mrs. Olivia Clemens, Mark Twain's wife, holds a claim against the firm for \$70,000 of money loaned to the concern, but this sum is not included in the liabilities. Mrs. Clemens has waived her claims. Thus far the creditors have been paid a dividend of 20 per cent on their claims. This dividend was paid last April. The majority of the creditors are satisfied with things as they are going now under the assignee, Bainbridge Colby, but in all such cases there will be found one who is willing to push matters to the extreme."

Mr. Rushmore announced at 4 o'clock that it had been decided by the parties concerned that the examination of Mr. Clemens should not be held until 10 o'clock this morning. Mr. Clemens refused to discuss the proceedings when he left the office, and would only say that on August 16 he would return from Vancouver on his lecture trip around the world.

CHICAGO AND ST. PAUL REORGANIZATION.

JUDGE PATTERSON OVERRULES THE DEMURRERS AGAINST DECLARING IT ILLEGAL AND VOID.

A judgment was entered in the Supreme Court by Judge Patterson yesterday overruling the demurrers which were interposed to the complaint in the action brought by James M. French to have the scheme for the reorganization of the Chicago, St. Paul and Kansas City Railway Company declared illegal and void. French is the owner of 100 first mortgage gold coupon bonds for \$1,000 each of the Chicago, St. Paul and Kansas City Railway Company, and fifty first mortgage gold coupon bonds for \$1,000 each of the Minnesota and Northwestern Railway Company. He brought this action over a year ago to have the plan for the reorganization of the Chicago, St. Paul and Kansas City Railway Company, by the lease to the Great Western Railway Company and the substitution of the stock of the Great Western Railway Company for the securities of the St. Paul Company and of the Northwestern Company, adjudged illegal, and the lease declared void. The suit was brought against the Chicago, St. Paul and Western Railway Company, the Chicago, St. Paul and Kansas City Railway Company, the Minnesota and Northwestern Railway Company, and the Metropolitan and Manhattan Trust companies. Demurrers were interposed to the complaint, upon the ground that the court had no jurisdiction of the action, that the suit to obtain the relief demanded could only be maintained by the trustees of the mortgage, and that the complaint did not state facts sufficient to constitute a cause of action.

Judge Patterson overruled the demurrers, holding that the complaint stated facts sufficient to constitute a cause of action, and that Mr. French is entitled to a judgment declaring the reorganization of the Chicago, St. Paul and Kansas City Railway Company, and giving leave to the defendant companies to withdraw the demurrers and answer the complaint. It is not denied that the reorganization of the Chicago, St. Paul and Kansas City Railway Company, and the lease to the Great Western Railway Company, together with the trust deed made with the Metropolitan and Manhattan Trust companies, and enjoining any steps from being taken under the proposed plan of reorganization.

FAILED TO ESTABLISH A LOST WILL.

Judge Beekman, in the Supreme Court, yesterday handed down a decision in the suit of Aaron Kahn, the lawyer, to establish a lost will, which, he stated, Michael Reiner had executed in his favor. Judge Beekman dismissed Kahn's action and gave costs to the defendants. Michael Reiner, the estate consisted of \$100,000, leaving about \$75,000, and old gold and silver jewelry. The Public Administrator took possession of the diamonds and money, and it was shown that Reiner had not left a will.

Several weeks after Reiner's death Aaron Kahn wrote to Public Administrator Hoes that he had a will made by Reiner, which was the will of Kahn's favor. Mr. Hoes declined to give up possession of the property, and Kahn brought an action in the Supreme Court to establish the will, which he could not produce. He put in evidence a draft of the alleged will, from which he said the original had been executed. In support of this draft of the will, his brother, produced three witnesses, Isaac Kahn, Jacob Kahn, and Jacob Kahn, who claimed to be the witnesses to the will. The estate consisted of \$100,000, leaving about \$75,000, and old gold and silver jewelry. The Public Administrator took possession of the diamonds and money, and it was shown that Reiner had not left a will.

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Legislature closing all barber-shops in this State on Sundays all day, except those of New-York City and Saratoga.

Judge Brown, of the Supreme Court, Brooklyn, on Wednesday, decided in a similar case that the law was constitutional.

Albert I. Sire, counsel for Haver, argued that the act was unconstitutional because it was class legislation and interfered with property rights. Assistant Corporation Counsel Haver, on the other hand, argued that no injunction could be restraining order from making arrests under an act passed by the Legislature. This question, he said, had been decided by the courts on more than one occasion. Judge Sire took the papers and reserved his decision.

STREETS BELONG TO THE PUBLIC.—JUDGE MADAM'S DECISION IN THE SIMS CASE SUSTAINS COMMISSIONER BROOKFIELD.

Judge McAdam, in the Superior Court, yesterday refused to continue a temporary injunction obtained several weeks ago by Johanna Sims, the hatter, at Church and Fulton sts., restraining Commissioner Brookfield and William Henkel, superintendent of the Bureau of Incumbrances, from interfering with an awning in front of the plaintiff's premises.

Judge McAdam sustains Commissioner Brookfield in his effort to clear the streets and sidewalks of obstructions. Mrs. Sims has occupied the building for twenty-five years, during all of which time the awning has been in place. It was argued that the structure was legally there and complied with all the requirements of the law. The Department of Public Works contended that the awning was made of wood and was old, and having a gaspipe extending along one side, was dangerous in case of fire.

Judge McAdam decides that no permit was shown for the awning nor would one be of any avail. The fact that the structure has been there for twenty-five years does not give the owner the prescriptive right to its continuance. The city may incur liability if the awning is not removed. The corporation does not own and cannot alien public streets in places, and no more delay on its part, or the part of its officers, can defeat the right of the public thereto.

Judge McAdam also says the obstructions on the sidewalk caused by the showcases are clearly illegal, and continues:

"The permit to erect bay windows has been proved, and their erection seems to be unauthorized. If a permit had been proven, the powers of the Common Council in respect to the bay windows would be annulled. The bay windows extend six feet from the house line."

"The Commissioner cannot be restrained from executing the duties imposed upon him by law. The temporary injunction is dissolved and the application for a permanent injunction is denied."

GRANT'S ACCOUNTS AS RECEIVER CORRECT.

Hamilton Odell, as referee, has filed with the Supreme Court his report passing upon the accounts of Receiver Hugh J. Grant, of the St. Nicholas Bank, for the period commencing December 26, 1894, to June 26, 1895. The referee finds the accounts to be correct, and shows a cash balance in his hands at the termination of this accounting of \$74,022.

There is a balance of assets in the hands of the receiver of the face value of \$619,310. The commissions which the receiver is entitled to upon this accounting amount to about \$6,000. The report will be submitted to the Court for confirmation.

COURT CALENDAR FOR TO-DAY.

Supreme Court—Chambers—Before Stover, J.—Court opens at 10:30 a. m.—Motions. Cases called at 11 a. m.: No. 1, matter of Cronwell-ave. No. 2, Miller vs. Gardner; No. 3, Hays vs. Swick; No. 4, Hays vs. Swick; No. 5, Hays vs. Swick; No. 6, Hays vs. Swick; No. 7, Hays vs. Swick; No. 8, Hays vs. Swick; No. 9, Hays vs. Swick; No. 10, Hays vs. Swick; No. 11, Hays vs. Swick; No. 12, Hays vs. Swick; No. 13, Hays vs. Swick; No. 14, Hays vs. Swick; No. 15, Hays vs. Swick; No. 16, Hays vs. Swick; No. 17, Hays vs. Swick; No. 18, Hays vs. Swick; No. 19, Hays vs. Swick; No. 20, Hays vs. Swick; No. 21, Hays vs. Swick; No. 22, Hays vs. Swick; No. 23, Hays vs. Swick; No. 24, Hays vs. Swick; No. 25, Hays vs. Swick; No. 26, Hays vs. Swick; No. 27, Hays vs. Swick; No. 28, Hays vs. Swick; No. 29, Hays vs. Swick; No. 30, Hays vs. Swick; No. 31, Hays vs. Swick; No. 32, Hays vs. Swick; No. 33, Hays vs. Swick; No. 34, Hays vs. Swick; No. 35, Hays vs. Swick; No. 36, Hays vs. Swick; No. 37, Hays vs. Swick; No. 38, Hays vs. Swick; No. 39, Hays vs. Swick; No. 40, Hays vs. Swick; No. 41, Hays vs. Swick; No. 42, Hays vs. Swick; No. 43, Hays vs. Swick; 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